

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM309188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTOSPLICE, INC.		06/30/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL CORPORATION, AS AGENT		
Street Address:	375 Park Avenue, Suite 3304		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4520445	AUTOSPLICE	
Registration Number:	1021907	AUTOSPLICE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51494/044		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	06/30/2014		
Total Attachments: 13			
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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **MEDLEY CAPITAL CORPORATION**, a Delaware Corporation, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of June 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among Autosplice Parent, Inc., a Delaware corporation ("Parent"), Autosplice, Inc., a New York corporation ("Autosplice"; together with any Subsidiaries of Parent that become borrowers pursuant to the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of June 30, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in

this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

AUTOSPLICE, INC.

By: 

Name: Jeff Cartwright

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

MEDLEY CAPITAL CORPORATION,
a Delaware Corporation

By: 

Name: Richard T. Allorto

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005312 FRAME: 0442

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(see attached)

Trademark List

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AUTOSPLICE	AUTO-001323-AU/ Australia <i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> AutosplICE, Inc.	xxxxxxx 21-May-2013	<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>		Pending
AUTOSPLICE	AUTO-001342/ Brazil <i>Class(es):</i> 07 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> AutosplICE, Inc.	812522885 18-Apr-1986	812522885 24-Nov-1987 <i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>		Registered 24-Nov-2017
AUTOSPLICE	AUTO-001323-CN/ China (People's Republic) <i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> AutosplICE, Inc.	xxxxxxx 21-May-2013	<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>		Pending
AUTOSPLICE	AUTO-001348/ China (People's Republic) <i>Class(es):</i> 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> AutosplICE, Inc.	3538582	3538582 21-Oct-2004 <i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>		Registered 20-Oct-2014

TRADEMARK

Trademark

AUTOSPLICE

Docket Number/Subcase
Country NameAUTO-001349/
China (People's Republic)*Class(es):* 06 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.Application
Number/Date3538584
24-Apr-2003Publication
Number/Date3538584
28-Nov-2004*Attorney(s):* TRW*Division Ref:**Agent Ref:*Status
Next RenewalRegistered
27-Nov-2014

AUTOSPLICE

AUTO-001350/
China (People's Republic)*Class(es):* 07 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.3538583
24-Apr-20033538583
28-Nov-2004*Attorney(s):* TRW*Division Ref:**Agent Ref:*Registered
27-Nov-2014

AUTOSPLICE

AUTO-001323-EM/
European Community*Class(es):* 07 Int., 09 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.xxxxxxx
21-May-2013*Attorney(s):* TRW*Division Ref:**Agent Ref:*

Pending

AUTOSPLICE

AUTO-001347/
European Community*Class(es):* 07 Int., 09 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.4892584
09-Feb-20064892584
08-Jun-2010*Attorney(s):* TRW*Division Ref:**Agent Ref:*Registered
09-Feb-2016

Trademark

AUTOSPLICE

Docket Number/Subcase
Country NameAUTO-001343/
France*Class(es):* 08 Int., 09 Int.*Division:**Agent Name:**Assignee Name:* Autosplince, Inc.Publication
Number/Date

INPI 157581

Registration
Number/DateN 1552919
27-Sep-1989*Attorney(s):* TRW*Division Ref:**Agent Ref:*Status
Next RenewalRegistered
27-Sep-2019

AUTOSPLICE

AUTO-001323-IN/
India*Class(es):* 07 Int., 09 Int.*Division:**Agent Name:**Assignee Name:* Autosplince, Inc.xxxxxxx
21-May-2013*Attorney(s):* TRW*Division Ref:**Agent Ref:*

Pending

AUTOSPLICE

AUTO-001355/
Indonesia*Class(es):* 09 Int.*Division:**Agent Name:* George Widjojo & Parnters*Assignee Name:* Autosplince, Inc.D00 2013 038024
02-Aug-2013*Attorney(s):* TRW*Division Ref:**Agent Ref:*

Pending

AUTOSPLICE

AUTO-001323-WO/
Int'l Registration - Madrid
Agreement / Protocol*Class(es):* 07 Int., 09 Int.*Division:**Agent Name:**Assignee Name:* Autosplince, Inc.xxxxxxx
21-May-20131185559
11-Nov-2013*Attorney(s):* TRW*Division Ref:**Agent Ref:*Registered
21-May-2023

Trademark

AUTOSPLICE

Docket Number/Subcase
Country NameAUTO-001323-JP/
JapanApplication
Number/Datexxxxxxx
21-May-2013Publication
Number/Date

Attorney(s): TRW
Division Ref:
Agent Ref:

Registration
Number/DateStatus
Next Renewal

Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.

AUTOSPLICE

AUTO-001351/
JapanS44-067389
01-Aug-19690932107
12-Oct-1971Registered
05-Jul-2021

Class(es): 09 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE

AUTO-001323-KR/
Korea, Republic ofxxxxxxx
21-May-2013

Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: Autosplice, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

AUTOSPLICE

AUTO-001358/
Malaysia2013010975
05-Aug-2013

Pending

Class(es): 09 Int.
Division:
Agent Name: Rodyk & Davidson LLP
Assignee Name: Autosplice, Inc.

Attorney(s): TRW
Division Ref:
Agent Ref:

Trademark

AUTOSPLICE

Docket Number/Subcase
Country NameAUTO-001323-MX/
MexicoApplication
Number/Datexxxxxxx
21-May-2013Publication
Number/Date*Attorney(s):* TRW
Division Ref:
*Agent Ref:*Registration
Number/DateStatus
Next Renewal

Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.

AUTOSPLICE

AUTO-001323-NZ/
New Zealandxxxxxxx
21-May-20131185559
11-Nov-2013Registered
21-May-2023*Class(es):* 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.*Attorney(s):* TRW
Division Ref:
Agent Ref:

AUTOSPLICE

AUTO-001323-PH/
Philippinesxxxxxxx
21-May-2013

Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.*Attorney(s):* TRW
Division Ref:
Agent Ref:

AUTOSPLICE

AUTO-001323-SG/
Singaporexxxxxxx
21-May-2013

Pending

Class(es): 07 Int., 09 Int.
Division:
Agent Name:
Assignee Name: AutosplICE, Inc.*Attorney(s):* TRW
Division Ref:
Agent Ref:

Trademark

AUTOSPLICE

Docket Number/Subcase
Country NameAUTO-001356/
ThailandApplication
Number/Date903789
06-Aug-2013Publication
Number/DateRegistration
Number/Date

Status

Next Renewal

Pending

Class(es): 09 Int.*Division:**Agent Name:* Siam Premier*Assignee Name:* AutosplICE, Inc.*Attorney(s):* TRW*Division Ref:**Agent Ref:*

AUTOSPLICE

AUTO-001323/
United States of America85938929
21-May-2013

11-Feb-2014

4520445

29-Apr-2014

Registered
29-Apr-2024*Class(es):* 09 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.*Attorney(s):* TRW*Division Ref:**Agent Ref:*

AUTOSPLICE

AUTO-001323-VN/
Vietnamxxxxxxx
21-May-2013

Pending

Class(es): 07 Int., 09 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.*Attorney(s):* TRW*Division Ref:**Agent Ref:*

AUTOSPLICE (typed drawing)

AUTO-001341/
United States of America73029604
15-Aug-19741021907
07-Oct-1975Registered
07-Oct-2015*Class(es):* 07 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.*Attorney(s):* TRW*Division Ref:**Agent Ref:*

Trademark List

Trademark

AUTOSPLICE (Word & Design)

Docket Number/Subcase
Country Name

AUTO-001344/
Germany
Class(es): 06 Int., 07 Int., 09 Int.

*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.Publication
Number/Date

39602922.1
24-Jan-1996

Registration
Number/Date

39602922
23-Oct-1997

Attorney(s): TRW*Division Ref:**Agent Ref:*Status
Next Renewal

Registered
24-Jan-2016

AUTOSPLICE (Word & Design)

AUTO-001345/
United Kingdom

Class(es): 06 Int., 07 Int., 09 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.

2042262
23-Oct-1995

2042262
04-Jun-1999

Attorney(s): TRW*Division Ref:**Agent Ref:*

Registered
23-Oct-2015

AUTOSPLICE (Word ONLY)

AUTO-001346/
United Kingdom

Class(es): 06 Int., 07 Int., 09 Int.*Division:**Agent Name:**Assignee Name:* AutosplICE, Inc.

2041517

2041517
04-Dec-1998

Attorney(s): TRW*Division Ref:**Agent Ref:*

Registered
17-Oct-2015

TRADEMARK

REEL: 005312 FRAME: 0450

RECORDED: 06/30/2014